

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:

CELSIUS NETWORK LLC, et al.,

Debtors

Chapter 11

No. 22-10964 (MG)

(Jointly Administered)

CHEROKEE
ACQUISITION

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2) of the Federal Rules of Bankruptcy Procedure of the transfer, other than for security, of the claim referenced in this evidence and notice.

Name of Transferor:

NovaWulf Digital Parallel Master Fund, L.P.

Name and Current Address of
Transferor:

NovaWulf Digital Parallel Master Fund, L.P.
(Redacted)

Name of Transferee:

Cherokee Debt Acquisition, LLC

Name and Address where notices and payments
to transferee should be sent:

Cherokee Debt Acquisition, LLC
Attn: Vladimir Jelisavcic
Email: vjel@cherokeearcq.com
1384 Broadway, Suite 906
New York, NY 10018

Claim No./Schedule	Creditor Name	Amount	Debtor	Case No.
Claim No. 8348	NovaWulf Digital Parallel Master Fund, L.P., assignee of Prohashing LLC	\$130,792.53	Celsius Network LLC	22-10964
Claim No. 8579	NovaWulf Digital Parallel Master Fund, L.P., assignee of Prohashing LLC	\$130,792.53	Celsius Network Inc.	22-10965
Claim No. 8580	NovaWulf Digital Parallel Master Fund, L.P., assignee of Prohashing LLC	\$130,792.53	Celsius Network Limited	22-10966
Claim No. 8581	NovaWulf Digital Parallel Master Fund, L.P., assignee of Prohashing LLC	\$130,792.53	Celsius KeyFi LLC	22-10967
Claim No. 8582	NovaWulf Digital Parallel Master Fund, L.P., assignee of Prohashing LLC	\$130,792.53	Celsius Mining LLC	22-10968
Claim No. 8583	NovaWulf Digital Parallel Master Fund, L.P., assignee of Prohashing LLC	\$130,792.53	Celsius Networks Lending LLC	22-10969

Claim No. 8584	NovaWulf Digital Parallel Master Fund, L.P., assignee of Prohashing LLC	\$130,792.53	Celsius Lending LLC	22-10970
Claim No. 8585	NovaWulf Digital Parallel Master Fund, L.P., assignee of Prohashing LLC	\$130,792.53	Celsius US Holding LLC	22-10971

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: Vladimir Jelisavcic
Transferee/Transferee's Agent

Date: October 5, 2023

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

EVIDENCE OF TRANSFER OF CLAIM

Annex B

TO: United States Bankruptcy Court ("Court")
Southern District of New York
Attn: Clerk

AND TO:

Debtor: Celsius Network LLC	Case Number: 22-10964 (MG)
	Claim #: 8348
Debtor: Celsius Network Inc.	Case Number: 22-10965 (MG)
	Claim #: 8579
Debtor: Celsius Network Limited	Case Number: 22-10966 (MG)
	Claim #: 8580
Debtor: Celsius KeyFi LLC	Case Number: 22-10967 (MG)
	Claim #: 8581
Debtor: Celsius Mining LLC	Case Number: 22-10968 (MG)
	Claim #: 8582
Debtor: Celsius Networks Lending LLC	Case Number: 22-10969 (MG)
	Claim #: 8583
Debtor: Celsius Lending LLC	Case Number: 22-10970 (MG)
	Claim #: 8584
Debtor: Celsius US Holding LLC	Case Number: 22-10971 (MG)
	Claim #: 8585
All above-referenced debtors each a " <u>Debtor</u> " and, collectively, the " <u>Debtors</u> ")	All above-referenced cases each a " <u>Case</u> " and, collectively, the " <u>Cases</u> ")

NOVAWULF DIGITAL PARALLEL MASTER FUND, L.P., assignee of **PROHASHING LLC** ("Seller"), for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby unconditionally and irrevocably sell, transfer and assign unto:

CHEROKEE DEBT ACQUISITION, LLC

Attn: Vladimir Jelisavcic
1384 Broadway, Suite 906
New York, NY 10018

its successors and assigns ("Buyer"), all rights, title and interest in and to the claim of Seller, including all rights: (a) of reclamation and all priority claims, and any cure payments made on account of Seller in the Case; (b) to any proof(s) of claim filed; (c) in and to any secured claim, collateral or any liens held by Seller; (d) to vote on any question relating to the claim in the Case; (e) to cash, interest, principal, securities or other property in connection with the Case; and (f) to any amounts listed on the Debtor's schedules, in the principal amount of \$130,792.53 ("Claim"), which represents 100% of the total claim amount of \$130,792.53, against the Debtor in the Court, or any other court with jurisdiction over the Debtor's Case.

Seller hereby waives any objection to the transfer of the Claim to Buyer on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Seller acknowledges, understands, agrees, and hereby stipulates that an order of the Court may be entered without further notice to Seller transferring the Claim to Buyer and recognizing the Buyer as the sole owner and holder of the Claim.

Buyer does not assume and shall not be responsible for any obligations or liabilities of Seller related to or in connection with the Claim or the Case. You are hereby directed to make all future payments and distributions free and clear of all setoffs and deductions, and to give all notices and other communications, in respect of the Claim to Buyer.

IN WITNESS WHEREOF, each of the undersigned have duly executed this Evidence of Transfer of Claim by their duly authorized representative dated October 5, 2023.

NOVAWULF DIGITAL PARALLEL MASTER FUND, L.P.

By: NOVAWULF DIGITAL GENPAR, L.P., its general partner
By: NOVAWULF DIGITAL MGP, LTD., its general partner

By: 
Name: Michael Abbate
Title: Member

CHEROKEE DEBT ACQUISITION, LLC

By: 
Name: Vladimir Jelisavcic
Title: Manager